

Condominium Authority of Ontario/Condominium Management Regulatory Authority of Ontario Memorandum of Understanding

Revised: December 4, 2025

Preamble

The Condominium Authority of Ontario (CAO) and the Condominium Management Regulatory Authority of Ontario (CMRAO) or “the parties” are corporations created by statute with distinct consumer protection mandates for condominium living in Ontario.

The CAO is a delegated administrative authority and provides consumer protection through its delivery of information, education and dispute resolution services for Ontario’s condominium communities, including buyers, owners, renters and condo board directors.

The CMRAO is a regulatory body that regulates condominium managers and condominium service providers to ensure consumer protection for Ontarians living and investing in condominiums. Through effective regulation, the CMRAO strengthens the condominium management profession and helps to protect consumers in Ontario’s complex and rapidly growing condominium sector.

Since their launch in 2017, the CAO and the CMRAO have collaborated in key areas in support of condominium living in Ontario.

Purpose

This MOU establishes how the two corporations will work together to uphold and support their mandate of consumer protection through integrity, efficiency, and effectiveness and with regard to the protection of Personal Information.

Further, this MOU describes the relationship between the CAO and the CMRAO and provides a framework for ongoing coordination.¹

Guided by these goals, both corporations will undertake the measures outlined in this document in two key areas of coordinated activities:

- 1) co-ordination of communications and common activities; and
- 2) exchange of information and data

¹ The terms used in this MOU are defined in Schedule A.

Guiding Principles

The following guiding principles apply to all aspects of this MOU:

- Recognition that each corporation is:
 - Independent;
 - Created and mandated by corporation-specific legislation;
 - Led by separate independent boards of directors, and
 - Accountable to the Minister through an administrative agreement;
- Each corporation will collaborate with the other to advance consumer protection, minimize red tape, enhance client service and deliver value for money to Ontario's condominium sector;
- Respect for and recognition of the independence of each corporation, and particularly:
 - the Condominium Authority Tribunal (CAT) as the impartial body, authorized by legislation to resolve specified disputes that may involve constituents or stakeholders of both corporations;
 - the CMRAO's Discipline and Appeals Committees as the impartial committees, authorized by legislation for the determination if a licensee under the CMSA has failed to comply with the Code of Ethics pursuant to Sec 58 of the CMSA;
- Transparency, accountability and integrity of operation; and
- Commitment to protecting Personal Information.

Legislative Authority

This MOU is entered into by the CAO under its administrative authority granted in the *Condominium Act, 1998* (the "Condo Act"), and by the CMRAO under its authority granted under O.Reg. 187/09 to the *Safety and Consumer Statutes Administration Act, 1996* and the *Condominium Management Services Act, 2015* (CMSA).

In the event of any conflict between the MOU and any governing statute or regulation, the statute or regulation prevails.

Mandate and Responsibility of Parties

The CAO provides value and strengthens consumer protection for Ontarians living and/or owning a condominium through digital services and support that are cost-effective and accessible, including:

- Easy-to-use information for condominium communities available 24/7 on its website;
- Educational materials to assist the condominium community with navigating the Condo Act, condominium governance and condominium living
- A mandatory condo buyers' guide to help Ontario's residential condominium buyers navigate the process of purchasing and owning in a condominium community
- Accessible forms that are to be used by owners and condominium corporation boards under the Condo Act.
- Resources, tools and guided steps to assist in the early collaborative resolution of common issues before they escalate into disputes;
- Dispute resolution services through the Condominium Authority Tribunal;
- Easy-to-navigate condominium returns and notice of change forms to help condominium corporations fulfill their statutory obligations to file annual returns, maintain up-to-date corporate records, and promote transparency;
- A searchable online public registry containing information on every condominium corporation in Ontario that also identifies any non-compliance with statutory filing obligations or CAO decisions;
- Mandatory foundational education and training for the condominium's board of directors to help them undertake their statutory duties and providing best practices;

Promoting and enforcing compliance with the Condo Act, to ensure that statutory obligations are met. CAO's highly skilled information services team enhances delivery of these services by responding to front-line inquiries and providing information and guidance on complex issues by email and phone.

As a regulator, the CMRAO promotes consumer protection for Ontarians living and investing in condominiums by licensing and regulating condominium managers and condominium management providers.

The CMRAO protects consumers by:

- Administering a mandatory licensing system for all condominium managers and condominium management providers and ensuring only qualified individuals with the appropriate training and education are granted a licence;
- Maintaining an online public registry of licensed condominium managers and condominium management providers. The public registry provides important information about licensees, including conditions, suspensions, revocations, and any disciplinary actions;
- Promoting and enforcing compliance with the CMSA and its regulations, licensing requirements, and the licensees code of ethics;

- Addressing complaints by conducting inspections and investigations, assisting in issues resolution, holding discipline hearings, and taking corrective actions;
- Establishing mandatory education requirements for condominium managers;
- Developing educational materials and operational guidelines for condominium managers
- Conducting proactive inspections of condominium management provider firms; and
- Promoting awareness of the regulatory system.

Areas of Co-ordination

1) Communication and Common Activities

In keeping with the Guiding Principles, the CAO and the CMRAO will each:

- (a) Collaborate and/or consult with each other on communications, consultations and publications where it would be effective and efficient to do so;
- (b) Inform each other of the results of stakeholder and other public consultations and discussions, as appropriate;
- (c) Share public communications issued to condominium community stakeholders to keep each other informed;
- (d) Make reasonable efforts to consult each other and provide notice pertaining to issues arising that may impact the fulfillment of their respective Statutory Mandates;
- (e) Collaborate to address reputational issues and coordinate key public messages; and
- (f) Hold a joint meeting of the Boards of Directors at least once a year to discuss joint issues, organizational changes and general governance matters of common interest.

2) Exchange of Information and Data

a) Information Collection

The CAO and the CMRAO are each authorized to receive information based on their legislative authority set out in the Condo Act and the CMSA.

The CAO and the CMRAO collect Personal Information only when it is required to fulfill their statutory mandates and such information will not be shared between the parties

except as specified in section (b) below. The CAT, as a tribunal within the CAO may require the collection of Personal Information or receive Personal Information as part of any proceeding before the CAT.

The CAO and the CMRAO recognize the importance of protecting the Personal Information and records in their possession. While neither the CAO nor the CMRAO are subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (FIPPA), each is guided by the principles of FIPPA and has adopted its own Access and Privacy Policy, which sets out provisions for the collection, access and retention of Personal Information.

b) Information Sharing

The CAO and the CMRAO may share public information received in the course of fulfilling their legislative mandate to protect consumers.

Specifically:

- The CAO has the authority under s.9.8 of the *Condo Act*, to communicate or to share information it receives in exercising a power or carrying out a duty related to the administration of Part 2.1 of the Act to prescribed entities or organizations if the purpose of the communication is consumer protection. The CMRAO is a prescribed organization for the purposes of s.9.8, O. Reg. 377/17; and
- The CMRAO has authority under s. 72 (1) of the CMSA to share information obtained in the course of exercising its duties with any “*ministry, department or agency of a government engaged in the administration of legislation similar to this Act or legislation that protects consumers or to any other entity to which the administration of legislation similar to this Act or legislation that protects consumers has been assigned*”.

The CAO and the CMRAO may share information regarding allegedly illegal activities that may come to their attention in the course of fulfilling their mandate including but not limited to the behavior of a condominium manager or condominium corporation director or board that is in contravention of their respective Code of Ethics or of governing legislation.

The CAO and the CMRAO may share non-confidential information arising from their respective board of directors’ meetings and decisions that may affect both parties.

Each party may share information regarding complaints from the condominium community and the public with the other where the complaint relates to the statutory mandate of other party, and where sharing is determined to be appropriate and for the purposes of consumer protection.

c) Public Data Sharing

The CAO and the CMRAO provide each other, with automated authorized public information under the respective legislation at intervals and in a level of detail to be appropriate in the administration of each corporation's mandate and in accordance with their respective access and privacy policies.

The CAO and the CMRAO will periodically assess data sharing mechanisms to maintain security, integrity, and operational efficiency, while upholding the intent of secure, reliable, and purpose-limited data sharing as intended, and the protection of personal information.

The CAO and the CMRAO will maintain the confidentiality of all information and will disclose it in whole or in part only in accordance with their respective access and privacy policies.

d) Cost

The CAO and the CMRAO will share data on a zero-cost basis. Should any request for information have significant cost implications, written notice will be provided by the requesting party, including a rationale and cost estimates, and the parties shall cooperate to determine the cost allocation.

Based on the cost benefit analysis, the requesting party may be required to absorb the full cost associated with the request.

Liability

The parties agree that information provided pursuant to this MOU is being shared on an as-received basis. No claim, liability, or cause of action whatsoever shall be initiated by one party against another as a result of the sharing of such information. The party receiving the information assumes all liability for its reliance on or use of such information. Nothing in this MOU shall be construed as giving rise to any claim or liability against either party for the sharing of information.

Designation of Officials

Each of the CAO and the CMRAO will designate a representative(s) from each corporation to administer this MOU. The titles of the designated representative(s) will be noted in Schedule B to the MOU and will be updated as needed.

Issue Resolution

Issues concerning this MOU will be resolved by the designated representative(s) of each party where possible. If an issue remains unresolved, it will be escalated to the signatories of this MOU.

Confidentiality and Security

The CAO and the CMRAO agree to restrict the use of information and data obtained by either party to matters relating to the administration and enforcement of the *Condo Act*, and of the *CMSA*, guided in the principles stated herein and for consumer protection purposes.

The CAO and the CMRAO shall limit sharing and use of information and data provided pursuant to this MOU as appropriate, to deliver the party's compliance, regulatory and enforcement obligations.

The CAO and the CMRAO shall ensure that each employee, agent, consultant and CAO and CMRAO board director with access to shared information is aware of and complies with the respective party's access and privacy policies and confidentiality agreements executed as part of employment or other agreements of the respective corporation. Shared information under this MOU must be communicated and transferred in a method that protects the confidentiality of Personal Information.

Effective Date, Departure and Amendments

The MOU:

- Became effective on October 29, 2018, the date of final signature by both parties;
- May be amended in writing with the mutual consent of the parties; and
- Will be reviewed annually by each corporation and any identified issues will be referred to their respective Board and considered at the subsequent joint meeting of the Boards.

Either party may request termination of this MOU by providing written notice to the other party. Where such notice has been given, the parties will work together to identify and negotiate the necessary steps and timelines to terminate all shared arrangements and processes. In the event that the parties are not able to agree to the terms, steps and timelines relating to termination within 60 days, they shall, with the assistance of private mediation, continue their respective best efforts to negotiate termination of this agreement and all shared agreements and processes.

The Confidentiality and Security provisions of this MOU shall survive the termination of this MOU.

Signatories

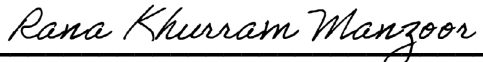
The Memorandum of Understanding is signed in duplicate on this day.

FOR THE CONDOMINIUM AUTHORITY OF ONTARIO



Allison Scanlan, Chair

16 December 2025
Date



**Rana Khurram Manzoor, Chief
Financial and Digital Operations
Officer**

16 December 2025
Date

FOR THE CONDOMINIUM MANAGEMENT REGULATORY AUTHORITY OF ONTARIO



Aubrey LeBlanc, Chair

16 December 2025
Date



Ali Arlani, CEO/Registrar

16 December 2025
Date

Schedule A

Definitions

1. “CAO” means the Condominium Authority of Ontario, including the Condominium Authority Tribunal, a party to this MOU.
2. “CMRAO” means the Condominium Management Regulatory Authority of Ontario, a party to this MOU.
3. “Condo Act” means the *Condominium Act, 1998*.
4. “CMSA” means the *Condominium Management Services Act, 2015*.
5. “CAT” means the Condominium Authority Tribunal.
6. “MOU” means Memorandum of Understanding
7. “Personal information” has the same meaning as under the *Freedom of Information and Protection of Privacy Act*; meaning recorded information about an identifiable individual, including:
 - (a) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of an individual;
 - (b) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which an individual has been involved;
 - (c) any identifying number, symbol or other particular assigned to an individual;
 - (d) the address, telephone number, fingerprints or blood type of an individual;
 - (e) the personal opinions or views of an individual except where they relate to another individual;
 - (f) correspondence sent to an institution by an individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence;
 - (g) the views or opinions of another individual about an individual; and
 - (h) an individual’s name where it appears with other personal information

relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

8. "Statutory Mandate" means the exercise of the authority delegated to the CAO or the CMRAO.

Schedule B

Designated Officials

For the CAO:

Vice-President Education, Compliance & Registrar
PO Box 69038 RPO St. Clair Centre
Toronto, Ontario
M4T 3A1

For the CMRAO:

Chief Administrative Officer, Corporate Services
PO BOX 48087 RPO Davisville
Toronto, Ontario
M4S 3C6

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